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ADDENDUM NO. TWO April 17, 2014

ITB 14-0624

As-Needed Preventative Maintenance (Oil Change & Inspection) Services for Lake County Vehicles Under 9000 Lbs. GVWR

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed by inclusion of a signed copy of this addendum with the initial bid or proposal response, and/or by completion of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does <u>not</u> change the date for receipt of bids or proposals.

Questions regarding this solicitation were due <u>April 16, 2014</u>. The purpose of this addendum is to address questions received.

Question 2: Our Risk Department has reviewed the Insurance requirements of this ITB and have requested the following changes:

- a) General Liability (paragraph 5, page 4) can this be amended to add the following statement: "which may be composed of any combination of primary insurance, self-retained limits and/or excess insurance."?
- b) Can the paragraph on page 5 regarding specialty insurance coverage that begins, "Professional liability and/or specialty insurance..." be deleted in its entirety?
- c) Can Garage Liability coverage be deleted, as this type of insurance is covered as part of the General Liability insurance coverage?
- d) Instead of requiring a minimum thirty days prior written notice of any change, cancellation, or nonrenewal of the provided insurance, can this be changed to state, "should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."?
- e) Can the paragraph on page 5 that begins, "If it is not possible for the Vendor to certify compliance..." be deleted in its entirety?
- f) Can the last paragraph on page 5 be amended to delete the following: "a waiver of subrogation in favor of the County" and, "and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County"?

Answer 2: Responses to each of the items (a-f) above:

a) The General Liability paragraph (paragraph 5, page 4) is hereby <u>amended</u> to read:

"General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage, which may be comprised of any combination of primary insurance, self-retained limits, and/or excess insurance:"

b) None of these coverages apply to the services to be provided under this contract; therefore this paragraph (on page 5 of the ITB) is hereby deleted:

"Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000."

c) Upon further review by the Lake County Risk Management Division, Garage Liability coverage and Garage Keepers coverage are hereby <u>deleted</u> from the insurance requirements of this ITB. The following paragraph on page 5 is hereby deleted:

"The following additional coverage must also be provided:

Garage Liability at coverage value: \$1,000,000
Garage Keepers on a Direct Primary basis at coverage value: \$500,000"

d) The paragraph requiring 30 days' notice (page 5) is hereby <u>amended</u> to read:

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder."

e) The paragraph on page 5 concerning compliance shall <u>remain a requirement as stated, with no changes</u>. The paragraph states:

"If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions."

f) The paragraph on page 5 concerning waiver of subrogation shall <u>remain a requirement as stated, with no changes</u>. The paragraph states:

"Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County."

ADDENDUM NO. TWO Page 3

Question 3: In the Insurance section, on page 5, it states that Garage Keepers insurance is required. As the scope of work is oil changes and a basic inspection, traditional quick lube facilities would not carry Garage Keepers Insurance as our employees don't drive the vehicles. Any claims would be handled with Liability Insurance or paid directly by the business.

Please advise if this requirement can be removed.

Answer 3: This requirement is hereby removed. Please see response to Question 2 c) above.

Firm Name:		Date:
Signature:	Title: _	
Typed/Printed Name:		